

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

FILED

CLERK'S OFFICE
DISTRICT COURT

ARCHEOLOGICAL CENTER LTD. ★
and MR. ROBERT DEUTSCH,

APR 03 2008

CIVIL ACTION NO.

1353

Plaintiffs,

BROOKLYN OFFICE

JURY TRIAL DEMANDED

- against -

RABBI SIMON DEUTSCH,

COMPLAINT

MAUSKOPF, J.

Defendant.

AZRACK, J.

-----X

Plaintiffs Archeological Center, Ltd. (hereinafter "Center") and Mr. Robert Deutsch (hereinafter "Deutsch"), by and through their attorneys, Meltzer, Lippe, Goldstein & Breitstone, LLP, as and for its complaint, allege as follows:

PARTIES

1. Plaintiff Center is an Israeli corporation engaged in the commerce of antiquities, with its principal place of business located at 7 Simtat Mazal Dagim, Old Jaffa.
2. Plaintiff Deutsch is the Owner and Director of Center and a resident of the State of Israel.
3. Upon information and belief, defendant Rabbi Shimon Deutsch (hereinafter "Rabbi Deutsch") is the Director of the Living Torah Museum located at 1601 41st Street, Brooklyn, New York, 11218.
4. Upon information and belief, defendant Rabbi Deutsch resides at 1603 41st Street, Brooklyn, New York, 11218.

JURISDICTION AND VENUE

5. This is an action against Defendant to enforce a foreign country money judgment pursuant to the Uniform Foreign Money-Judgments Recognition Act, New York CPLR Article 53, and the common law.

6. Jurisdiction of this Court is based on diversity under 28 U.S.C. § 1332. The amount in controversy exceeds \$75,000 exclusive of interest and costs.

7. Venue in this Court is proper pursuant to 28 U.S.C. 1391(a).

COUNT I

8. Plaintiff Center is an Israeli corporation specializing in the purchase and sale of antiquities.

9. Plaintiff Deutsch is the Owner and Director of Center and also serves as a dealer of antiquities for Center.

10. Upon information and belief, Defendant Rabbi Deutsch purchases antiquities in his capacity as the Director of the Living Torah Museum for display in same or for his own account.

11. On October 15, 2003, Defendant entered into an agreement with Plaintiffs to purchase a Samaritan marble slab created in the 5th or 6th Century CE which contained an inscription of the Ten Commandments for the sum of \$110,000.00. A copy of the invoice for this antiquity is annexed hereto as Exhibit "A".

12. Pursuant to the terms of the October 15, 2003 agreement, in addition to his agreement to pay Plaintiffs the sum of \$110,000.00, Defendant agreed to obtain, from the Israeli Antiquities Authority, approval for the exportation of the marble slab as well as permission to display the marble slab for five years in the Living Torah Museum, after which the marble slab would be returned to Plaintiffs.

13. Defendant has only paid Plaintiffs \$27,500.00 of the \$110,000.00 that Defendant agreed to pay for the Samaritan slab, leaving a balance of \$82,500.00

14. On August 13, 2004, Defendant entered into a second agreement with Plaintiffs to purchase a glass bottle with a stopper and papyrus for the sum of \$1,700.00. A copy of the invoice for this antiquity is annexed hereto as Exhibit "B".

15. On October 4, 2004, Defendant entered into a third agreement with Plaintiffs to purchase a coin of Caesar Nero and a glass bottle for the sum of \$3,245.00. A copy of the invoice for these items is annexed hereto as Exhibit "C".

16. On October 5, 2004, Defendant entered into a fourth agreement with Plaintiffs to purchase eight ancient Jewish coins for the sum of \$94.00. A copy of the invoice for these items is annexed hereto as Exhibit "D."

17. Defendant has failed to make any payments pursuant to the August 13, 2004, October 4, 2004, or October 5, 2004 agreements.

18. All of the four agreements identified above were executed by Plaintiffs and Defendant in the State of Israel.

19. Plaintiff sought monetary relief from Defendant in the Magistrate Court in Tel-Aviv in the sum of 428,890 New Israeli Shekels (hereinafter "NIS") for Defendant's failure to make all of the payments required under the contracts identified above.

20. The total relief sought included (i) \$82,500.00, owed under the October 15, 2003 agreement; (ii) interest on the \$82,500.00, owed under the October 15, 2003 agreement, in the amount of \$5,300.00; (iii) NIS 9,540, owed for shipping and handling of the antiquities ordered in the October 15, 2003 agreement; (iv) interest on the NIS 9,540, in the amount of NIS 900; (v) \$1,700.00, owed under the August 13, 2004 agreement; (vi) interest on the \$1,700.00, owed under

the August 13, 2004 agreement, in the amount of \$50.00; (vii) \$3,245.00, owed under the October 4, 2004 agreement; (viii) interest on the \$3,245.00, owed under the October 4, 2004 agreement, in the amount of \$100.00; and (ix) \$94.00, owed under the October 5, 2004 agreement.

21. Defendant was duly served with process setting forth Plaintiffs' claims pursuant to Article 10 (a) of the Hague Convention. A true and accurate copy of the Israeli Summons and Letter of Claim served upon Defendant is annexed hereto as Exhibit "E".

22. Defendant failed to respond to the service of process and failed to file a Statement of Defense against Plaintiffs' claims.

23. Accordingly, on September 6, 2006, the Magistrate Court in Tel-Aviv rendered a judgment in favor of Plaintiffs, a copy of which Judgment is annexed hereto and made a part hereof as Exhibit "F".

24. The Judgment ordered Defendant to pay to Plaintiffs (i) the sum of NIS 428,890 in addition to linkage differentials and legal interest commencing from the date the claim was filed and until actual full payment thereof; (ii) the court costs of Plaintiffs in the sum of NIS 5,536; and (iii) attorney's fees in the sum of NIS 22,500 with Israel's Value Added Tax (hereinafter "VAT") thereon.

25. The Judgment is final, conclusive and enforceable in the State of Israel.

26. No appeal was taken from the Judgment.

27. Therefore, it is respectfully submitted that this Court recognize and enforce the Judgment pursuant to New York's Uniform Foreign Money-Judgments Recognition Act, New York CPLR Article 53 and the common law.

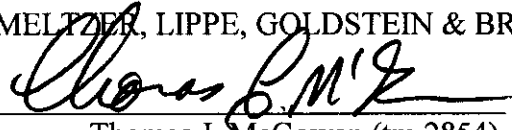
DEMAND FOR A JURY TRIAL

28. Plaintiffs hereby demand a trial by jury of all issues triable by a jury.

WHEREFORE, Plaintiffs request that the Court enter a judgment recognizing the Judgment rendered in Israel and directing that Plaintiffs be awarded the sum of (i) NIS 456,926, together with linkage differentials and legal interest commencing from the date the claim was filed and until actual full payment thereof; (ii) NIS 5,346; and (iii) NIS 22,500 with VAT thereon, all to be converted to dollars upon entry of judgment and all collectively together with the costs and disbursements of this action, and to have enforcement thereon, and such other and further relief which this Court deems just and proper.

Dated: Mineola, New York
April 2, 2008

MELTZER, LIPPE, GOLDSTEIN & BREITSTONE, LLP

A handwritten signature in black ink, appearing to read "Thomas J. McGowan", is written over a horizontal line.

Thomas J. McGowan (tm 2854)

Attorneys for Plaintiff
190 Willis Avenue
Mineola, New York 11501
(516) 747-0300

Archaeological Center Ltd. - Auctions

VAT Dealer no. 513353516

October 15, 2003

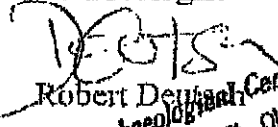
Rabbi Shaul Shimon Deutsch
c/o Living Torah Museum
1603 41st Street
Brooklyn, NY 11218, USA
Tel: (718) 686-8162
Fax: (718) 686-8142

Invoice

1500 Years Old Marble Slab with The Ten Commandments
Found in Israel (Published in Qadmoniot, 1947 by Yitzhak Ben Zvi)

Total US \$ 110,000.-

Archaeologist


Robert Deutsch
Archaeological Center Publications
7 Mazal Dagim St., Old Jaffa, 68036 Eilat
Tel: 972-3-6826243 Fax: 972-3-681683

Dan Hotel Tel Aviv & 7 Mazal Dagim Street, Jaffa, 68036, Israel. Tel.: (972) 3 682-6243, Fax:
(972) 3 681-6837, E-mail: rd@robert-deutsch.com, Web Site: www.archaeological-center.com

Archaeological Center Ltd. - Auctions

VAT Dealer no. 513353516

August 3, 2004

Rabbi Shaul Shimon Deutsch
c/o Living Torah Museum
1603 41st Street
Brooklyn, NY 11218, USA
Tel: (718) 686-8162
Fax: (718) 686-8142

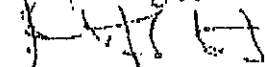
Invoice

A glass bottle with stopper,
Inv. no. 6765

Papyrus
Inv. no. 1676

Total US \$ 1700.-

Archaeologist



Robert Deutsch

Dan Hotel Tel Aviv & 7 Muzul Dagim Street, Jaffa, 68036, Israel. Tel.: (972) 3 682-6243, Fax:
(972) 3 681-6837. E-mail: rd@robert-deutsch.com. Web Site: www.archaeological-center.com

601

: ונכה

ARCHAEOLOGICAL CENTER Ltd.

ANCIENT COINS AND ANTIQUITIES

המרכז הארכיאולוגי בע"מ

מרת עתיקים ומתיקות ארכיאולוגיות

Receipt No. 33088/B

Auction No. 33

513353516 .9.0

Buyer # 601 Deutsch Shimon Rabbi

D - copy # 1

Lot	Description	Price in US\$	Price in N
22	Nerva, 96 - 98 AD	2,100.00	9,324.
113	A Roman Glass Bottle	650.00	2,886.

Total purchases:

18 % Commission:

2,750.00

12,210.1

495.00

2,115.1

Total Due:

3,245.00

14,408.1

650
117
The Glass was # 767
picked up by a
friend of the Rabbi

Paid in cash/check # Bank dated .../.../... Amount
 check # Bank dated .../.../... Amount
 check # Bank dated .../.../... Amount

Dollar rate in NIS: 4.4400

Date: 31/10/04

7 HAZAL DAGIM ST. OLD CITY OF JAFFA 68036 ISRAEL FAX (972) 3 6816037 DDP PHONE 6826243 50 68036 המתיקות 7 יפו העתיקה

625 : רכח

ARCHAEOLOGICAL CENTER Ltd.

מרכז ארכיאולוגי בע"מ

ANCIENT COINS AND ANTIQUITIES

מועד עתיקות וארכיאולוגיות

Receipt No. 34050/B

Auction No. 34

513353516 .ח.פ.

Buyer # 625 Rabbi Deutsch

R - copy # 1

Lot	Description	Price in US\$	Price in I
54	=====	80.00	355

Total purchases:	80.00	355.
18 % Commission:	14.00	64.

Total Due:	94.00	419.
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Paid in cash/check # Bank dated ../../.. Amount

check # Bank dated ../../.. Amount

check # Bank dated ../../.. Amount

Dollar rate in NIS: 4.4400

Date: 31/10/04

7 HAZAZI WAGIM ST. OLD CITY OF JAFFA 68036 ISRAEL FAX (972) 3 6816237 DDD PHONE 6826243 טל 6826243 ופקס 3 6816237 (972) FAX

Magistrates Court, Tel Aviv – Jaffa

A 49348/05

The Archeological Center vs. Rabbi Shimon Deutsch

File opened: September 21, 2005

Judgement: Regular

New File Number: 45868-09/05

In the District Court for Tel Aviv-Jaffa

1. The Archaeological Center Ltd.
7 Simtat Mazal Dagim, Old Jaffa
2. Mr. Robert Deutsch
Represented by: Spaer, Siton, Henning and Partners
4 Alharizi Street, Jerusalem 91242
Tel. 02-563-3334, Fax: 02-563-3707

The Claimants

Against

Rabbi Shimon Deutsch
1603 41st Street
Brooklyn, New York 11218
U.S.A.

The Respondent

Summons for a Hearing

To: Rabbi Shimon Deutsch

Since the claimants have presented this court a claim against you, detailed in the attached letter of claim, you are requested to present a letter of defense within 30 days from the day you were presented with his request.

If you do not comply, claimants will have a right for a verdict, in your absence.

Date:

Signature of the Clerk, District Court

Magistrates Court, Tel Aviv – Jaffa
A 49348/05

The Archeological Center vs. Rabbi Shimon Deutsch

File opened: September 21, 2005

Judgment: Regular

New File Number: 45868-09/05

In the Magistrates Court for Tel Aviv-Jaffa

1. The Archaeological Center Ltd.
7 Simtat Mazal Dagim, Old Jaffa
2. Mr. Robert Deutsch
Represented by: The Honorable Spaer, Siton, Henning and Partners
4 Alharizi Street, Jerusalem 91242
Tel. 02-563-3334, Fax: 02-563-3707

The Claimants

Against

Rabbi Shimon Deutsch
1603 41st Street
Brooklyn, New York 11218
U.S.A.

The Respondent

Essence of the claim: Money in the sum of NIS 428,890

Letter of Claim

1. The claimant number one is a corporation under the ownership and directorship of claimant number two, who is engaged in the commerce of antiquities.
2. The respondent is a collector of antiquities who exhibits his collection in a museum that he established for that purpose and whose name is: Living Torah Museum, Brooklyn, New York.
3. During the period between October, 2003 and October, 2004 contacts were held between the claimants as sellers and the respondent as purchaser, for four transactions for the sale of antiquities, for which the respondent did not pay the full amount he agreed upon, as outlined below.

A.

4.

(a) On 15/10/2003 the respondent purchased from the claimants in Tel Aviv, a Samaritan marble slab dated from the 5th or 6th cent. CE, upon which were inscribed the ten commandments, for which the respondent agreed to pay \$110,000 as confirmed on the attached invoice, listed as A (aleph), to be paid within a reasonable time after receiving the object.

(b) It is noted that the antiquity in question is singular in importance. The Antiquities Authority has agreed to allow it out of the country for a limited period of five years after which the owner agreed to return it to the country as agreed upon in attached documents and itemized B (bet).

(c) Despite the fact that the antiquity was delivered by the claimant to the respondent in November, 2003, and it has been almost two years since the item was delivered, the respondent has remitted only \$27,500 on account of the \$110,000 that he agreed to pay, not only this but the \$27,500 was paid on May 3, 2004, seven months after receiving the antiquity.

(d) The respondent has not remitted to the claimant till this day expenses for shipping and handling of the antiquity in the sum of NIS 9,540 that was agreed upon and indicated in the attached invoice, marked C (gimel).

(e) Therefore, the respondent owes for this transaction a basic sum of \$82,500 in addition to interest in the amount of \$5,300. He is also responsible for shipping charges of NIS 9,540 and an additional sum of NIS 900 for interest.

B. Glass and Papyrus

5. (a) On August 13, 2004 the respondent purchased from the claimant in Tel Aviv ancient glass and papyrus, for which he agreed to pay the claimant in a reasonable time from the date of receiving the item the sum of \$1,700, as indicated on the attached invoice, marked D (daled).

(b) Despite the fact that the claimant delivered these antiquities to the respondent in September 2004, the respondent has yet to pay for them until today.

(c) The claimant is therefore requesting payment for this transaction the sum of \$1,700 and an additional \$50 interest fee.

C. A coin of Caesar Nero and Glass Bottle

6. (a) On October 4, 2004 the respondent purchased, within the framework of an auction organized by the claimant in Tel Aviv, a coin of Caesar Nero and a Roman glass bottle for which he agreed to pay \$3,245, as indicated on the attached invoice, marked E (hey).

(b) Even though these antiquities were delivered by the claimant to the

respondent in October 2004, the respondent has not paid for them until this day.

(c) The claimant is therefore requesting payment for this transaction the sum of \$3,245 and a supplemental fee of \$100 for interest.

D. Ancient Jewish Coins

7. (a) On October 5, 2004 the respondent purchased, within the framework of an auction organized by the claimant in Tel Aviv, eight ancient Jewish coins for which he agreed to pay \$94, as indicated on the attached invoice, marked F (vav).

(b) Even though these antiquities were delivered by the claimant to the respondent in October 2004, the respondent has not paid for them until this day.

(c) The claimant is therefore requesting payment for this transaction the sum of \$94.

8. The respondents total debt is:

(a) Samaritan marble	\$87,800 + NIS 10,440
(b) Glass lots and papyrus	\$ 1,750
(c) Caesar Nero coin and glass bottle	\$ 3,345
(d) Ancient Jewish coins	\$ 94
Total	\$92,989 + NIS 10,440

In today's Shekel terms: NIS 428,890

9. Every appeal by the claimant to the respondent to remit the debt was unsuccessful, as the respondent has evaded the issue methodically and with various excuses why payment is not forth coming from him.

At first the respondent tried to get away by giving groundless promises according to which he was just about to pay his debt. Afterwards he claimed that he had suspicions as to the authenticity of the antiquities and before any payment he was going to subject them to an examination. After that, and after he understood that he could not be assisted by his groundless promises or claims, he invented a new claim according to which the claimants undertook to receive an unlimited export certificate for the Samaritan marble, a claim like all the other various excuses by the defendant is not true and is contradicted inter alia by the relevant undertaking in annex B.

10. It should be noted that although the claimant number two saw him as a friend and gave him as a gift during his visit to his house in Tel Aviv various antiquities from his private collection the defendant treated the claimant number two as described above. And this is proof how dishonest was the defendants behavior towards the claimants.

11. This honorable court has the authority to decide on this claim inter alia due to the fact of issue of claim was made in Tel Aviv, the time frame of the claim and the sum of the claim.

Therefore, the honorable court is hereby requested to compel the defendant to pay the sum as detailed above which to the date of the filing of the claim is in the value of NIS 428,890.00 plus additional sums for index. In addition the court is hereby requested to compel the defendant to pay the claimants expenses including legal fees and VAT according to the law.

Jerusalem, September 20, 2005

For the Claimants

H.S. 101
Magistrate Court Tel-Aviv Yaffo
C 49348/05 (C.M. 150620/06)
Archaeological Center v. Rabbi Shimon D
(In Center v. Rabbi Shimon Deutsch)
D. Opened: 14/04/06 Procedure: Regular
New Case Number: CF 45888-09/05

In the Magistrate Court in Tel-Aviv

C.F. 49348/05

1. Archaeological Center Ltd.
7 Mazal Dagim Avenue, Yaffo Old City

2. Mr. Robert Deutsch

Represented by Counsel Attorneys Shaper, Simon, Hagig & Co.
Of 4 Elharizi Street, Jerusalem 91242
Tel: 02-5633334 Fax: 02-5633707

The Plaintiffs

- VERSUS -

Rabbi Shimon Deutsch

Whose Address is:

1603 41 Street

Brooklyn, N.Y. 11218

USA


The Defendant

JUDGMENT

This is a claim that was filed in accordance with the Civil Law Procedural Regulations 5744-1984. The Defendant received a copy of the claim in addition to a summons in the format of Form 2 in the first addendum to the Civil Law Procedural Regulations and never filed a Statement of Defense despite the fact that the time had elapsed to do so. For these reasons and as stated in Regulation 97 of the foregoing Regulations, the Plaintiff is entitled to obtain a judgment against the Defendant. I hereby compel the Defendant as follows:

1. To pay the Plaintiffs a sum of NIS 428,890 in addition to linkage differentials and legal interest commencing from the date the claim was filed and until actual full payment thereof.
2. Likewise, to pay the Plaintiffs court costs of a sum of NIS 5,536 and attorneys fees of a sum of NIS 22,500 + VAT.

Given in Tel-Aviv, today 6.9.06

 **REGISTRAR**
Magistrate Court Tel-Aviv-Yaffo (1)
(-)

Judge

I certify that this is
an accurate translation
of the original
HEVER TRANSLATIONS (INTERNATIONAL) LTD
34 Ben Yehuda St. Jerusalem